

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 11/7/2024
--

-----X
YOUNGJOO RHEE,

Plaintiff,

-v-

SHVMS, LLC, d/b/a SANTÉ VENTURES,

Defendant.
-----X

21-cv-4283 (LJL)

ORDER

LEWIS J. LIMAN, United States District Judge:

On October 28, 2024, the Court issued an Opinion and Order (the “JMOL Opinion”) granting Defendant’s motion for judgment as a matter of law in part and denying it in part. Dkt. No. 201. The JMOL Opinion stated that “the evidence introduced at the second trial supports the conclusion that Plaintiff’s Fund IV bonus, like her Fund III bonus, vested upon the signing of the Fund III Agreement.” *Id.* at 23. It continued that “[t]herefore, it would have become due in quarterly payments on the same amounts and dates as the Fund III bonus,” and “Plaintiff is entitled to prejudgment interest from the date that each \$62,500 installment of her Fund IV bonus became due, beginning on July 31, 2019.” *Id.*

The JMOL Opinion stated that if Plaintiff accepted the remittitur, she should “file a proposed judgment within fourteen days thereafter that reflects the reduced damages award and includes prejudgment interest in accordance with this Opinion and Order.” *Id.* Plaintiff did so and attached her interest calculations. Dkt. Nos. 202–05. The Court has reviewed the calculations and finds them to be in accord with the Opinion and Order.


Defendant objects to Plaintiff’s calculations, stating that interest cannot be due starting in

July 2019 because “PSERS’s investment in Fund IV had not yet closed” on that date. Dkt. No. 206. But this is simply a reiteration of Defendant’s argument for judgment as a matter of law, which the Court specifically rejected in the JMOL Opinion. Dkt. No. 201 at 10–18. The Court recognized that the parties could have drafted an agreement that provided that Plaintiff only earned her bonus when the PSERS’s investment was funded, *id.* at 11 & n.4. but it concluded that under the instructions to which the parties agreed, a jury could properly have found that PSERS’s investment closed when the Fund III Agreement was signed in May 2019. *Id.* at 10–18. The jury here did so find, and interest must therefore be calculated based on that date. Defendant does not raise any objection to Plaintiff’s calculations of interest based on the JMOL Opinion; it merely seeks to overturn the JMOL Opinion.

The Court will sign Plaintiff’s proposed judgment.

SO ORDERED.

Dated: November 7, 2024
New York, New York



LEWIS J. LIMAN
United States District Judge